

AGREEMENT

BETWEEN

THE MOUNT EPHRAIM BOARD OF EDUCATION

AND

THE MOUNT EPHRAIM EDUCATION ASSOCIATION

July 1, 2004 - June 30, 2007

SIDE BAR AGREEMENT

It is agreed that Article 7 D. be deleted from the Agreement between
The Mount Ephraim Board of Education and The Mount Ephraim Education
Association dated July 1, 2004 – June 30, 2007.

MOUNT EPHRAIM
EDUCATION ASSOCIATION

Christine A. Cator

MOUNT EPHRAIM
BOARD OF EDUCATION

Kathryn E. Cain

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PREAMBLE

This Agreement entered into this 29th day of March 2004, by and between the Board of Education of the Borough of Mount Ephraim, New Jersey, hereinafter called the "Board," and the Mount Ephraim Education Association, hereinafter called the "Association."

ARTICLE 1 RECOGNITION

A. Pursuant to N.J.S.A. 34:13A.-1 et seq., known as the "New Jersey Employer-Employee Relations Act," the Board recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all regularly employed certificated personnel under contract for the Board:

but excluding:

1. All administrators, including but not limited to Chief School Administrator, Supervisor of Curriculum and Instruction, Business Administrator/Board Secretary
2. Administrative Secretaries
3. Per Diem Substitutes
4. Long-term Substitutes
5. All other employees of the Board not enumerated in Paragraphs A1, 2 and 3 above.

All references to the male gender shall apply equally to the female gender.

B. Definitions

1. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit defined above.
2. Unless otherwise indicated, the term "Chief School Administrator" when used hereinafter in this Agreement, shall refer to the Administrative Principal of the District or designee.

C. Part-time Employment

1. Salary will be prorated for part-time employees.
2. All other benefits, except hospitalization/major medical insurance, also shall be prorated by dividing the employee's actual number of hours worked/week by the number of hours in a full-time teacher's work week. Sick days, personal days, and bereavement days shall be rounded to the nearest half day.

**ARTICLE 2
NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13-1A et seq., in good faith effort to reach agreement on matters concerning the terms and conditions of teacher employment. Any Agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.
- B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view, and may make proposals and counterproposals.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.

- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. Pursuant to N.J.S.A. 34:13A-1 et. seq., and decisions rendered by PERC and the Courts, modifications of terms and conditions of employment shall be negotiated with the majority representative.
- F. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing, duly executed by both parties.

ARTICLE 3 **GRIEVANCE PROCEDURE**

A. Definition

- 1. A "grievance" shall mean a claim by a teacher that there has been a misinterpretation, misapplication or a violation of Board Policy, this Agreement, or an administrative decision adversely affecting the terms and conditions of employment. A grievance, to be considered under this procedure, must be initiated by the teacher within fifteen (15) school days of the time the teacher knew or should have known of its occurrence.
- 2. It is agreed by both parties that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.
- 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

4. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

B. Rights of Teachers to Representation

1. Any aggrieved teacher may be represented at all formal stages of grievance procedure by himself, or at his option, by representatives selected by the Association.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level Two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the teacher held concerning the grievance, and shall receive a copy of all decisions rendered.

C. Procedure

1. Level One – Any teacher who has a grievance shall discuss it first with the Chief School Administrator in an attempt to resolve the matter informally at this level.
2. Level Two – If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved teacher, within fifteen (15) school days, he may set forth his grievance in writing to the Chief School Administrator on the grievance forms provided. Either the Chief School Administrator or aggrieved teacher may request a conference. The Chief School Administrator shall communicate his decision to the aggrieved teacher in writing within thirty (30) calendar days of receipt of the written grievance.

3. Level Three – If the grievance is not resolved to the grievant's satisfaction, the grievant may request a review by the Board of Education. Such a request shall be made no later than ten (10) calendar days after the receipt of the Chief School Administrator's decision. The request shall be made in writing through the Chief School Administrator, with a copy to the Secretary of the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant at the next regularly scheduled Board meeting or within thirty (30) calendar days of receipt of the grievance by the Board Secretary.

No claim by a teacher shall constitute a grievable matter beyond Level Three if it pertains to:

- a. Any matter for which a detailed method of review is prescribed by law;
 - b. Any rule or regulation of the State Commissioner of Education;
 - c. Any policy of the Board of Education except for misinterpretation, misapplication or violation of a policy directly affecting a teacher's terms and conditions of employment;
 - d. Any matter which according to law is beyond the scope of Board authority or limited to Board action alone;
 - e. Any complaint of a non-tenured teacher which arises by reason of his not being employed; or
 - f. A complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in, any position for which tenure is not possible or not required.
4. Level Four – If the aggrieved teacher is dissatisfied with the Board's decision at Level Three, and if the grievance pertains to a violation of this Agreement between the Board and the Association the aggrieved teacher may request the

appointment of an arbitrator. Such requests shall be forwarded to the Chief School Administrator no later than fourteen (14) calendar days after the decision in writing by the Board of Education or committee thereof.

5. An aggrieved teacher, in order to process his grievance beyond Level Two, must have his request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator

1. The following procedure will be used to secure the services of an arbitrator:
2. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
4. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
5. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the two parties or any Policy of the Board. The findings of the arbitrator shall be binding to the parties. Only the Board and the Aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
6. Contents of Forms - Grievance forms shall be available in the office of each school and shall contain:

~~ARTICLE 3. GRIEVANCE PROCEDURE AND ADJUDICATION~~

- a. the nature of the grievance with specific reference to the contract clause, policy or administrative decision which has been violated;
- b. the approximate date of the occurrence;
- c. the results of previous discussions;
- d. his dissatisfaction with decisions previously rendered;
- e. relief sought

**ARTICLE 4
BOARD RIGHTS**

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- 1. to direct employees of the school district;
- 2. to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, discharge, or take other disciplinary action against employees;
- 3. to relieve employees from duty because of lack of work or for other legitimate reasons;
- 4. to maintain efficiency of the school district operations entrusted to them;
- 5. to determine the methods, means and personnel by which such operations are to be conducted;
- 6. to establish reasonable work rules and;

7. to carry out the mission of the school district in situations of emergency.

ARTICLE 5 TEACHER RIGHTS

- A.** Pursuant to N.J.S.A. 34:13-1 et seq., commonly known as the "New Jersey Employer – Employee Relations Act," teachers shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.
- B.** No teacher shall be disciplined, including the withholding of an increment or raise, without just cause. Withholding of an increment or raise on a non-disciplinary basis shall not be determined arbitrarily or capriciously. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is about to be taken by the Board.
- C.** Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey laws or other applicable laws and regulations of the State of New Jersey.
- D.** The parties mutually agree that insofar as possible, and in accordance with law, criticism of either party to the contract by the other will occur privately.

ARTICLE 6 ASSOCIATION RIGHTS and PRIVILEGES

- A.** The Board agrees to make available to the Association a current register of certificated personnel, minutes of all public Board meetings, the names and addresses of all teachers, and shall make available to the Association such other public information that shall enable the Association to be an effective representative in negotiations.
- B.** The Association and its representatives may use school buildings at all reasonable hours for meetings provided that the permission of the Chief

School Administrator is obtained prior to such use. Such permission shall not be withheld unreasonably.

- C. The Association shall have access to use school facilities and equipment, including but not limited to computers, typewriters, copying machines, calculating machines and all types of technology and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Permission of the Principal or his designee shall be required. Such permission shall not be withheld unreasonably. No such equipment shall be removed from school property. The Association will pay for any damage incurred and for the supplies used.

ARTICLE 7 **WORK YEAR and LENGTH OF DAY**

- A. The in-school work year for teachers employed on a ten-month basis (other than new personnel, who may be required to attend additional orientation days) shall not exceed one hundred eighty-six (186) days including three emergency closing days, one before students arrive in September and two in-service days.
- B. The in-school work year shall include days when pupils are in session, orientation days, and any other days when teacher attendance is required.
- C. Teachers shall be required to remain one hour after the end of the in-service work day for a maximum of five (5) times a year to complete responsibilities deemed necessary by the Principal or his designee. In-service work days will be one session days for students.
- D. The length of the teacher work day shall be increased by fifteen (15) minutes (non-pupil contact time) Monday through Thursday (no Fridays).

ARTICLE 8 **TEMPORARY LEAVE OF ABSENCE**

- A. Teachers shall be entitled, in any contract year, to two of the following (items #1, 2, or 3) non-accumulative days with full pay:
1. One (1) family illness day; or
 2. One (1) personal leave of absence day for which no reason other than "personal" need be given; or
 3. One (1) personal business day. Teachers shall use a personal business day only for business that cannot be conducted outside the normal teaching day.

Examples of valid reasons for using a personal business day (this list is not all inclusive):

- a. Court appearance
- b. House or property settlement
- c. Family medical emergency
- d. Educational convention or conference approved by the Chief School Administrator
- e. Examination for state license
- f. Own marriage or that of a son or daughter
- g. Death of a friend
- h. Religious holiday

Examples of invalid reasons for using a personal business day (this list is not all inclusive):

- a. Travel
- b. Vacation

- c. Accompanying friends or relatives on business trips
 - d. Conventions for civic, social or club organizations
 - 4. At least twenty-four (24) hours notice shall be given in requesting a temporary leave of absence day to the Principal. Lacking such notice, the absence will be considered unauthorized, and the teacher's pay will be deducted at a daily rate of 1/200 of the annual salary. Deductions of salary and twenty-four (24) hours notice will be waived in case of emergency.
 - 5. Temporary leave of absence days will not be granted the day immediately preceding or following a vacation, except in the case of emergency.
 - 6. The Chief School Administrator, in the best educational interest of the school district, is empowered to deny or defer any request for the above days.
 - 7. At the end of each contract year, each teacher's unused temporary leave of absence days shall be added to his/her number of accumulated sick days.
 - 8. The Board will provide each employee with a full accounting of their accumulated leave time no later than September 15th of each year.
- B. Family Bereavement Leave
- 1. Up to five (5) calendar days, including non-school days, may be granted for death in the immediate family (husband, wife, children, father, and mother), and up to three (3) such calendar days for grandparents, brother, sisters, and immediate in-laws.
 - 2. The Board may grant a maximum of two (2) additional work days if extensive travel is required. This determination shall be made upon the recommendation of the Chief School Administrator and approval of the Board of Education. Said Board approval shall not be unreasonably denied.

- C. The Board may grant an unpaid leave of absence for good cause to a teacher for a one (1) year leave of absence in accordance with the following conditions:
1. The leave does not interrupt the existing educational program of the district;
 2. The applicant requesting said leave has been employed as a teacher in the Mt. Ephraim School District for at least ten continuous years;
 3. Only one (1) teacher per school year shall be eligible for a leave of absence;
 4. No teacher shall be granted more than one (1) leave during his employment with the district;
 5. Request for such leave shall be presented in writing to the Board of Education on or before April 1 prior to the commencement of the requested leave and shall specify the specific reason(s) for the leave of absence;
 6. A leave of absence, if granted, shall be one (1) academic year in duration commencing July 1 and terminating the following June 30. No teacher granted a leave under the terms of this Section shall be permitted to return during the academic year;
 7. A teacher granted a leave of absence shall receive no benefits other than those specifically required by statute; said teacher has the option to remain in all benefit plans provided in this agreement at his expense;
 8. A teacher granted a leave of absence shall not receive credit on the salary schedule for the period of said leave. In order to receive a salary increment for any year of service in which active employment is interrupted by a leave of absence, an employee must have been in full pay status for at least ninety (90) paid days during such year. Such days need not be consecutive.
 9. Any teacher granted a leave of absence shall notify in writing the Board of Education of his intention to return to duty for

the following school year on or before April 1 of the year during which said leave has been granted;

10. The Board reserves sole discretion over the granting of any leave of absence and may rescind such leave at any time when in its judgment the hereinabove conditions have not been met.

ARTICLE 9 **CHILDBEARING and CHILD CARE LEAVES**

A. Disability Leave Due to Pregnancy

1. Disability leave due to pregnancy shall be treated as "sick leave" and subject to all contractual and statutory requirements/entitlements of such leave.
2. Disability due to pregnancy shall commence twenty (20) working days before childbirth and continue twenty (20) working days thereafter, not to exceed a maximum of forty (40) working days unless otherwise determined by a licensed practicing physician. During the period of actual disability, a teacher may utilize her accumulated sick leave, if any, in accordance with applicable law. In the event a teacher exhausts her sick leave entitlement, she may request unpaid leave during the period of her disability. In either case, the teacher shall be required to submit a medical certificate from her physician specifying her anticipated date of delivery.
3. Any teacher seeking to use sick leave for reasons associated with pregnancy or requesting an unpaid disability leave in the absence of accumulated sick leave shall notify the Chief School Administrator in writing at least sixty (60) calendar days in advance of the anticipated commencement of her leave.
4. In the event a teacher's performance substantially declines in comparison to her performance prior to medical confirmation of pregnancy, the Mount Ephraim Board of Education reserves the right to require the teacher to be examined by a doctor of its choice. If the teacher is deemed to be incapable of

performing her duties and responsibilities, the Board reserves the right to impose a disability leave under the following conditions:

- a. if the pregnant teacher's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties and responsibilities; or
- b. in the event a difference of medical opinion exists between the teacher's physician and the Board's physician, a third physician designated by mutual agreement of both the teacher and Board certifies that the teacher is not medically able to perform her duties and responsibilities. Under such circumstances, the cost of the third physician's fee shall be shared equally by the two parties.

B. Child Care Leave

1. Upon written request and in accordance with the applicable statutes and regulations, the Board shall grant a child care leave of absence without pay to any contracted teacher who is regularly employed by the Mount Ephraim School District. Said leave shall commence immediately following the conclusion of the period of disability as defined above in Section A.2 and continue through June 30.
2. Requests for child care leave which expire prior to the end of the current school year shall only be granted under the following condition:
 - a. the date of return coincides with the commencement of a new marking period.
3. Tenured teachers may be granted, upon written request, an extension of one (1) additional full school year (September 1 through June 30) leave of absence without pay for child care purposes immediately following the school year in which the initial disability or child care leave commenced. Such extension, if granted, shall be of a full school year in duration and not subject to the exception set forth above in Section B.2.

4. Teachers who are on leave as a result of childbirth and/or child care shall notify the Chief School Administrator of their intent to return to work for the commencement of the school year in September no later than April 1 of the school year in which said leave commences; those teachers whose leave commences thereafter shall notify the Chief School Administrator of their intent to return to work no later than June 30 of the school year in which said leave commences.
5. Notwithstanding the above procedures, in no event shall any such leave for a non-tenured teacher extend beyond the end of the current school year (June 30) in which the leave commences.
6. When a teacher and his spouse are employed by the Mount Ephraim Board of Education, they shall not be eligible for either concurrent or consecutive child care leaves.
7. During the period of child care leave, a teacher shall not be entitled to receive salary or any benefits including, but not limited to, insurance protection, leave entitlement, seniority credit and salary guide credit except as otherwise provided by law.

Medical insurance offered by the Board of Education shall be continued at Board expense as required by the Family Leave Act; thereafter, at the option and expense of the teacher, insurance may be continued via either (1) direct reimbursement to the Board of Education or (2) COBRA procedures, when applicable.

In the event of option (1), a teacher who is currently enrolled in a group dental and/or prescription insurance plan offered by the Mount Ephraim Board of Education may continue insurance coverage by submitting to the Board Secretary the requisite monthly premium(s) a minimum of thirty (30) calendar days in advance of the Board's billing date.

8. Upon the termination of such leaves, it is understood that although a teacher's preference will be considered, neither the Board of Education nor the Chief School Administrator can

guarantee said teacher's reassignment to the same building and/or grade level upon his return to work.

C. Adoption

1. Teachers adopting a child shall be entitled to similar child care leave as specified above in Section B of this Article in accordance with the following conditions:
 - a. the child is five (5) years of age or younger; or
 - b. the adoption agency requires by written policy that the adopting parent remain at home for a specific period of time after said adoption occurs.

Such child care leave shall commence upon receiving de facto custody of said child. The Board reserves the right to regulate the terms of the leave, within reasonable limits, in the best interest of the school district.

ARTICLE 10 TEACHER EMPLOYMENT

- A. Placement on the Salary Schedule – Prior teaching experience and related educational experience shall be negotiated individually with the new teacher. Each new teacher, after negotiating initial placement on the salary schedule, shall be placed on the agreed upon step of the salary schedule as of the beginning of each school year.
- B. No one shall receive credit for more years than actually taught. Once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.
- C. Any teacher employed on or before February 1 of any school year shall be granted a full year's increment for the following year. Individuals employed after February 1 shall not be granted increment credit.
- D. Teachers who anticipate moving to a higher degree level on the salary schedule must notify the Chief School Administrator in writing prior to

December 1 of the contract year preceding the year in which the change becomes effective.

- E. Contracts will be issued to all teachers. A sixty (60) day clause shall be written into all contracts for the termination of a teacher's services. Teachers under tenure will also be required to notify the Board of Education at least sixty (60) days in advance of their desire to leave the school district.

ARTICLE 11 INSURANCE PROTECTION

- A. The Board shall pay the full medical insurance premium for each eligible teacher. The Board agrees to pay one hundred percent (100%) of the medical insurance premium for the dependents of all eligible teachers enrolled in the Aetna/US HealthCare Plan.
- B. The Board will provide for the continuation of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association, provided that the retiree shall pay his own premium.
- C. The Board shall provide, at no expense to the employee, full dental and prescription coverage in accordance with the coverages outlined in Appendices A and B. The individual maximum payment for dental and prescription insurance for full-time employees shall be as follows:

2004-2005 prior year)	\$4,273.50 (cap increases 5% over prior year)
2005-2006 prior year)	\$4,487.18 (cap increases 5% over prior year)
2006-2007 prior year)	\$4,711.53 (cap increases 5% over prior year)

Any unused monies shall be rolled over for use in subsequent year(s).

- D. Buy Out Option – where the employee has coverage from a spouse, he may elect not to receive health coverage (medical, dental and prescription as a package) in consideration for a payment of twenty five

percent (25%) of the value of the premiums then covering the employee. Buy outs are done on an annual basis.

ARTICLE 12 **TRANSFERS, ASSIGNMENTS and REASSIGNMENTS**

- A. No later than May 1 of each school year, the Chief School Administrator shall make available to the Association and post in all school buildings, a list of known unfilled positions, which he expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of June 1.
- B. Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building, may file a written statement of such desire with the Chief School Administrator not later than April 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred, in order of preference. The final decision pertaining to assignments rests with the Chief School Administrator and Board. After a decision is reached, the Principal shall notify the employee involved.
- C. As soon as practical, and no later than thirty (30) calendar days prior to the scheduled end of school, the Chief School Administrator shall post in each school and make available to the Association President, a system wide roster showing the names and tentative assignments of all teachers. In the event of change of assignment, the teacher involved will be notified at the earliest possible time. Upon request of the teacher, a consultation with the Chief School Administrator or his designee will be held.

ARTICLE 13 **SICK LEAVE**

- A. All full-time teachers employed shall be entitled to ten (10) sick leave days each school year, as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Previously accumulated unused sick leave days, accumulated in the Mount Ephraim School, shall be reinstated upon a teacher's return to the school system only if the teacher's departure from the school district was the direct result of a reduction in force, and only if the return to the district occurs within three (3) years.

C. Payment for Accumulated Sick Leave

1. Any teacher who actively retires according to the provisions of the TPAF and is entitled to receive immediate, rather than "deferred" benefits, and who has a minimum of fifteen (15) continuous years of service in the Mount Ephraim School District shall be eligible for payment of unused sick leave. Any approved leave of absence shall not be considered a disruption of service.
2. Payment shall be made on or about July 1 following the school year in which the teacher retires; provided, however, the teacher has notified the Board of his intention to retire by December 1 of the school year in which he retires. Failure to comply with the above cited procedures shall result in delay of said payment for one additional school year until July 1 of the subsequent school year, following the school year in which payment normally would have been made. The retiring teacher may choose to defer payment of unused sick leave at retirement until July 1 of the subsequent school year.
3. The Board shall compensate the teacher's accumulated sick leave according to the following schedule:

2004 – 2005	\$68.45 per day up to a maximum of \$11,978.75
2005 – 2006	\$71.87 per day up to a maximum of \$12,577.25
2006 – 2007	\$75.46 per day up to a maximum of \$13,205.50

A teacher must have accumulated a minimum of fifty (50) sick days to qualify. Teachers with less than fifty (50) days shall receive \$40.00 per day up to maximum of \$1,960.

4. Upon the death of a teacher who is under contract with the Mount Ephraim Board of Education, said payment for accumulated sick leave shall be paid to the deceased teacher's estate provided that the deceased employee had a least fifteen

(15) years of continuous service in the district. Procedures of Paragraph C.2. above will apply.

ARTICLE 14 **PROFESSIONAL DEVELOPMENT** **and** **EDUCATIONAL IMPROVEMENT**

A. Professional Development

- 1.** The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses (non-tuition reimbursed), workshops, seminars, conferences, in-service training sessions, clinics, etc., which teachers are requested by the Administration to attend.
- 2.** Reasonable expenses shall include all fees associated with the course, workshop, seminar, conference, in-service, clinic, etc., that is delineated on the official invoice received by the teacher.

B. Mileage shall be paid at Board Policy rate for travel authorized in advance by the Chief School Administrator. Travel for tuition reimbursed college courses will not be reimbursed.

C. Tuition Reimbursement

- 1.** A tuition refund shall be granted up to the individual maximums set forth below:

2004 – 2005	\$2,600.00
2005 – 2006	\$2,730.00
2006 – 2007	\$2,866.50

- 2.** Payment shall be paid in each school year to teachers upon successful completion i.e., a grade of "B" or "A" or a passing grade in a pass/fail course, of courses for educational improvement. Such payment shall be made in accordance with the following conditions:

- a. The Chief School Administrator must approve the course, or courses, prior to registration;
- b. The course is offered by an accredited educational institution; however, additional compensation shall be granted only for graduate level course credit;
- c. The course directly relates to the teacher's classroom duties and responsibilities;
- d. Courses required as part of a graduate program which has been approved by the Board of Education shall be exempt from the requirements set forth in Subsection 2c herein above.
- e. Reimbursement shall be made provided that proof of registration and official verification of grade is presented to the Chief School Administrator within thirty (30) days after receipt by the employee from the educational institutions. Said payment will be made within thirty (30) days following the submission of the required paperwork.
- f. The total reimbursement for all teachers shall not exceed the amounts set forth below for each academic year:

2004 – 2005	\$23,000.00
2005 – 2006	\$23,000.00
2006 – 2007	\$23,000.00

ARTICLE 15 SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Appendix "A" which is attached hereto and made part hereof.
- B. Regular pay days will be the fifteenth and thirtieth of each month.

- C. A teacher may individually elect to have an interest bearing account opened in his name with the South Jersey Federal Credit Union. The Board agrees to make automatic payroll deductions from each pay to be deposited into such account. A teacher must designate a fixed dollar amount of his own choosing.
- D. When payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- E. Teachers shall notify the Board Secretary of their acceptance of the Board's employment offer and their intent to continue in the employ of the district by signing and returning their individual employment contracts on or before May 15. If no response is received by May 16 of that year, the Board shall send a certified letter to the teacher requesting a written response by June 1. Failure of a teacher to comply with the herein procedure shall constitute notification of resignation effective July 1.
- F. Teachers required to travel between buildings shall receive a stipend of \$75.00 per year paid in June.
- G. The Board agrees to make available electronic direct deposit of employees' paychecks provided the employees individually authorize the Board to do so.

ARTICLE 16 **TEACHER WORK DAY**

- A. Planning
 - 1. A minimum of two hundred twenty five (225) minutes per week guaranteed; most will be in blocks of at least thirty (30) minutes; minimum block is fifteen (15) minutes. Travel time is not included in prep time.

Teachers shall remain in the school building during preparation periods except in emergency situations for which the Chief School Administrator or his designee may grant permission for the teacher to leave the building.

2. The kindergarten teacher shall be guaranteed two hundred twenty five (225) minutes per week plus fifteen (15) minutes per day of prep when two (2) sessions are scheduled; or two hundred twenty five (225) minutes (same as other teachers) should the district convert to an all-day program.
3. A maximum of three (3) Child Study Team meetings may be held during preparation periods.

B. Lunch Duty

1. Teachers at the R.W. Kershaw School and Mary Bray School, with the exception of the school nurse, shall be assigned lunch duty, during the first fifteen (15) minutes of a scheduled lunch period, on a rotating basis at each school respectively. Said duty shall not be assigned more than once a week for a maximum of thirty (30) assignments per year. Teachers may be assigned lunch duty during the first fifteen (15) minutes or the last fifteen (15) minutes of a scheduled lunch period in accordance with the above requirements.
 2. Should a teacher be absent on a day he has lunch duty, the substitute teacher will assume the responsibility. Should a change in the lunch duty schedule be necessary teachers will receive a minimum of one month's notice.
 3. Except on those days when a teacher is assigned to lunch duty, teachers will receive forty-five (45) continuous minutes per day for a duty free lunch. On a day when he has lunch duty, he shall receive thirty (30) continuous minutes for a duty free lunch.
- C. Teachers assigned to write a new curriculum for a program will be provided with two work days of release from regular teaching and a substitute will be provided for teacher coverage.

ARTICLE 17

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement, or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted in full force and effect.
- B. Copies of the Agreement shall be reproduced at the mutual expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all teachers employed, including five (5) additional copies to the Association.
- C. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- D. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.
- E. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses. If by the Association, to the Board at Administrative Offices, Raymond W. Kershaw School, Mount Ephraim, New Jersey 08059. If by the Board, to the Association at the school address of the Association President or home address of the Association President during the months of July and August, which shall be filed with the Secretary of the Board.
- F. Release Time
 - 1. When school is scheduled on the Wednesday immediately preceding Thanksgiving Recess, it shall be an early dismissal day for teachers.
 - 2. The teacher work year will be reduced by one half (0.5) day for each "emergency closing day" that remains unused in the student calendar.

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3. The last student day before Spring Recess shall be an early dismissal day for teachers.

G. Evening Activities

1. Teachers shall be required to attend four (4) evening activities per school year one of which is a conference night in addition to "back-to-school night." Such activities shall include, but not be limited to, the following: chaperoning dances, chaperoning concerts, and/or attending evening conferences. Except for "back-to-school night," evening activities shall not exceed two and one-half (2.5) hours per activity.
2. The Administration shall first seek teacher volunteers as chaperones for any evening activities requiring supervision of students. For purposes of this provision, "music teachers" shall be excused from attending two (2) of the above mentioned evening activities; however, the present practice of "music teachers" participating at student concerts shall continue.

ARTICLE 18

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2004 except as herein provided, and shall continue in effect through June 30, 2007, subject to the Association's right to begin negotiating over a successor Agreement on or before October 1, 2006. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the day indicated unless an extension is agreed to by both parties and expressed in writing prior to such date.
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their Corporate Seals to be placed herein, all on the day and year first written above.

MOUNT EPHRAIM
EDUCATION ASSOCIATION

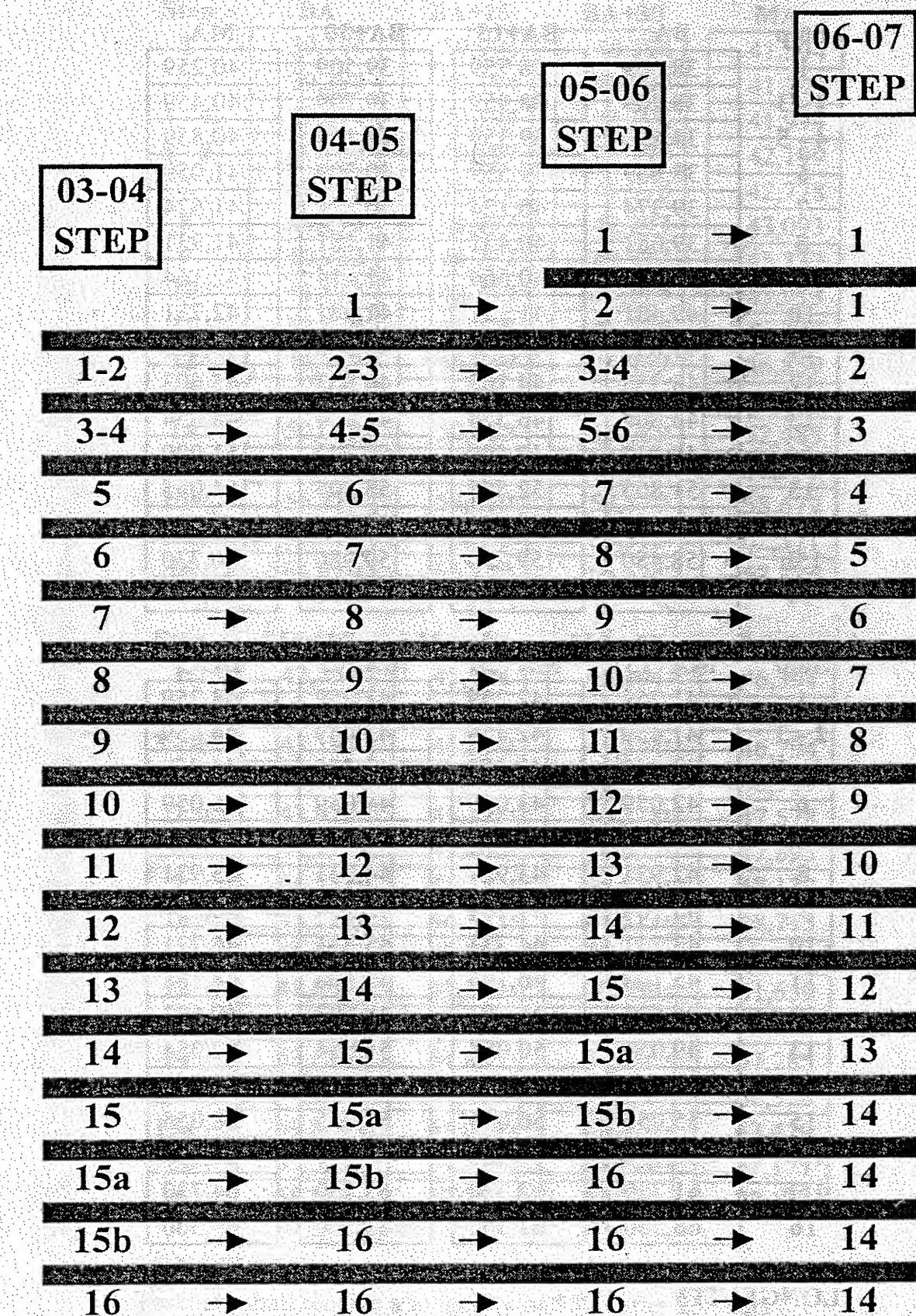
Justin Cator
Beth Egan

MOUNT EPHRAIM
BOARD OF EDUCATION

Kathryn C. Cain
Nelson Lywood

SALARY GUIDE PROGRESSION CHART

Read Across



SCHEDULE A Salary Guide 2004-2005

Step	BA	BA+15	BA+30	MA
1	38,009	38,759	39,509	40,259
2 - 3	38,209	38,959	39,709	40,459
4 - 5	38,609	39,359	40,109	40,859
6	38,809	39,559	40,309	41,059
7	39,374	40,124	40,874	41,624
8	39,681	40,431	41,181	41,931
9	39,914	40,664	41,414	42,164
10	40,481	41,231	41,981	42,731
11	41,858	42,608	43,358	44,108
12	43,353	44,103	44,853	45,603
13	45,804	46,554	47,304	48,054
14	48,840	49,590	50,340	51,090
15	51,805	52,555	53,305	54,055
15a	54,880	55,630	56,380	57,130
15b	58,480	59,230	59,980	60,730
16	63,310	64,060	64,810	65,560

Step	MA+15	MA+30	MA+45	DOC
1	41,259	42,259	43,259	44,259
2 - 3	41,459	42,459	43,459	44,459
4 - 5	41,859	42,859	43,859	44,859
6	42,059	43,059	44,059	45,059
7	42,624	43,624	44,624	45,624
8	42,931	43,931	44,931	45,931
9	43,164	44,164	45,164	46,164
10	43,731	44,731	45,731	46,731
11	45,108	46,108	47,108	48,108
12	46,603	47,603	48,603	49,603
13	49,054	50,054	51,054	52,054
14	52,090	53,090	54,090	55,090
15	55,055	56,055	57,055	58,055
15a	58,130	59,130	60,130	61,130
15b	61,730	62,730	63,730	64,730
16	66,560	67,560	68,560	69,560

LONGEVITY

Teachers shall receive a longevity of \$500 after 25 years teaching experience in Mt. Ephraim.

SCHEDULE A Salary Guide 2004-2005

Step	BA	BA+15	BA+30	MA
1	39,194	39,994	40,794	41,594
2	39,394	40,194	40,994	41,794
3 - 4	39,594	40,394	41,194	41,994
5 - 6	39,799	40,599	41,399	42,199
7	40,378	41,178	41,978	42,778
8	40,693	41,493	42,293	43,093
9	40,932	41,732	42,532	43,332
10	41,513	42,313	43,113	43,913
11	42,925	43,725	44,525	45,325
12	44,459	45,259	46,059	46,859
13	46,972	47,772	48,572	49,372
14	50,085	50,885	51,685	52,485
15	53,126	53,926	54,726	55,526
15a	56,279	57,079	57,879	58,679
15b	59,971	60,771	61,571	62,371
16	64,924	65,724	66,524	67,324

Step	MA+15	MA+30	MA+45	DOC
1	42,794	43,994	45,194	46,394
2	42,994	44,194	45,394	46,594
3 - 4	43,194	44,394	45,594	46,794
5 - 6	43,399	44,599	45,799	46,999
7	43,978	45,178	46,378	47,578
8	44,293	45,493	46,693	47,893
9	44,532	45,732	46,932	48,132
10	45,113	46,313	47,513	48,713
11	46,525	47,725	48,925	50,125
12	48,059	49,259	50,459	51,659
13	50,572	51,772	52,972	54,172
14	53,685	54,885	56,085	57,285
15	56,726	57,926	59,126	60,326
15a	59,879	61,079	62,279	63,479
15b	63,571	64,771	65,971	67,171
16	68,524	69,724	70,924	72,124

LONGEVITY

Teachers shall receive a longevity of \$500 after 25 years teaching experience in Mt. Ephraim.

SCHEDULE A Salary Guide 2006-2007

Step	BA	BA+15	BA+30	MA
1	41,194	42,094	42,994	43,894
2	41,399	42,299	43,199	44,099
3	41,978	42,878	43,778	44,678
4	42,293	43,193	44,093	44,993
5	42,532	43,432	44,332	45,232
6	43,113	44,013	44,913	45,813
7	44,525	45,425	46,325	47,225
8	46,059	46,959	47,859	48,759
9	48,572	49,472	50,372	51,272
10	51,685	52,585	53,485	54,385
11	54,726	55,626	56,526	57,426
12	57,879	58,779	59,679	60,579
13	61,571	62,471	63,371	64,271
14	66,524	67,424	68,324	69,224

Step	MA+15	MA+30	MA+45	DOC
1	45,194	46,494	47,794	49,094
2	45,399	46,699	47,999	49,299
3	45,978	47,278	48,578	49,878
4	46,293	47,593	48,893	50,193
5	46,532	47,832	49,132	50,432
6	47,113	48,413	49,713	51,013
7	48,525	49,825	51,125	52,425
8	50,059	51,359	52,659	53,959
9	52,572	53,872	55,172	56,472
10	55,685	56,985	58,285	59,585
11	58,726	60,026	61,326	62,626
12	61,879	63,179	64,479	65,779
13	65,571	66,871	68,171	69,471
14	70,524	71,824	73,124	74,424

LONGEVITY

Teachers shall receive a longevity of \$500 after 25 years teaching experience in Mt. Ephraim.

SCHEDULE B Extra Curricular Pay

		<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Clubs/Intramurals	[per marking period]	\$ 452	\$ 452	\$ 452
Curriculum Council	[per person]	\$ 950	\$ 950	\$ 950
Detention	[per coverage]	\$ 26	\$ 26	\$ 26
Music Concerts	*	\$ 129	\$ 129	\$ 129
Safety Patrol	[per position]	\$ 982	\$ 982	\$ 982
Student Council	[per position]	\$ 982	\$ 982	\$ 982

*The pay rate for this activity is for a maximum of two concerts for two music persons.

APPENDIX A PRESCRIPTION DRUG PLAN

INSURED BY: Bollinger

DEDUCTIBLE: \$5/\$10/\$0 co-pay [generic/brand/mail order]

GENERIC DRUG: Deductible reduced to \$2.00 if prescription filled with Generic Drugs

MAIL ORDER BENEFIT: Supplies of up to 90 days are available through a mail order arrangement with no deductible applied.

DEPENDENT CHILDREN: Dependent children covered to 19; 23 if a full-time student

LIMITATION: No payment will be made for expenses incurred for:

- o immunization agents, biological sera, blood or plasma;
- o experimental drugs labeled "Caution - limited by Federal Law to investigational use;"
- o medication which is taken or administered, in whole or in part, at the place where it is dispensed or while a person is a patient in an institution which operates or allows to be operated, on its premises a facility for dispensing pharmaceuticals;
- o any refill dispensed more than one year from the date of a physician's order;
- o more than a 34 day supply or more than 100 unit doses, whichever is greater when dispensed in any one prescription order. See mailorder benefit above;
- o any medication which may be obtained without charge through any public program other than Medicaid

APPENDIX B DENTAL PLAN

INSURED BY: N.J. Delta Dental Plan

DEDUCTIBLE: None for employee; \$25 per dependent & \$75
maximum, does not apply to Class I benefit

MAXIMUM: \$1,000 payable per person per calendar year

BENEFITS: Class I - Diagnostic and General Plan pays 100%
(50% for dependents) of Reasonable and Customary
charges for:

- a. examinations - two within a calendar year
- b. emergency treatments
- c. x-rays and lab tests
- d. teeth cleaning - prophylaxis
- e. fluoride treatments
- f. space maintainers

Class II - Plan pays 80% (50% for dependents)

Reasonable and Customary charges for:

- a. anesthesia
- b. restorative - fillings recementing of inlays and crowns; crowns;
inlays and gold restorations will be provided when teeth cannot
be restored with other materials
- c. endodontics - pulp capping and root canal therapy
- d. periodontics - gum disease treatment & surgery
- e. prosthodontics - maintenance of dentures & bridges
- f. oral surgery and extractions

Class III - Plan pays 50% (50% for dependents)

Reasonable and Customary charges for:

- a. gold & porcelain inlays
- b. gold foil restorations
- c. crowns - capping of teeth (as part of bridge)
- d. prosthodontics - making and installing the bridges and dentures

CHILDREN: Unmarried children until the end of the calendar year in
which they turn 23